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#### Contract Database Metadata Elements

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Union: **Babylon Public Library Staff Association, United Public Service Employees Union (UPSEU)**

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Gen/ 8697

## **AGREEMENT**

by and between the

### **Babylon Public Library**

24 South Carll Avenue  
Babylon, NY 11702

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

JUL 18 2008

and the

**ADMINISTRATION**

### **United Public Service Employees Union Babylon Public Library Staff Association**

3555 Veterans Highway  
Ronkonkoma, NY 11779

**July 1, 2006 - June 30, 2010**

**RECEIVED**

JUL 24 2008

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

*Covered employees*

29

## **PREAMBLE**

**AGREEMENT** made this 8th day of February, 2008, between the Babylon Public Library, a School District Public Library duly chartered pursuant to the Education Law of the State of New York, having its principal place of business at 24 South Carll Avenue, Babylon, New York, as Employer (hereinafter referred to as "EMPLOYER") and the Babylon Public Library Staff Association (The Association), through its representative, United Public Service Employees Union (UPSEU), having its office and principal place of business at 3555 Veterans Highway, Suite H, Ronkonkoma, New York (hereinafter referred to as the "UNION").

## **ARTICLE I** **RECOGNITION**

- Section 1** - The Library recognizes the Babylon Public Library Staff Association, through its representative, United Public Service Employees Union (UPSEU), as the exclusive representative for all employees having completed a minimum of six (6) months service for purposes of collective bargaining with respect to pay and other conditions of employment, except for the positions of Director, Assistant Director, Business Manager, Secretaries and/or Administrative Assistants assigned to the Director and Assistant Director, Computer Technicians, Security Guards, and those in positions classified as administrative, or confidential, substitute, seasonal, or temporary.
- Section 2** - The Association is entitled to exclusive recognition pursuant to the Rules and Regulations of the State of New York Public Employment Relations Board, and the Association shall be entitled to unchallenged representation until June 30, 2010 and thereafter, unless another employee organization is certified to represent the employees under the procedures of the Public Employees Fair Employment Act or such other statute as may be applicable.

## **ARTICLE II** **DUES DEDUCTIONS**

- Section 1** - For the term of this Agreement, membership dues and premiums shall be deducted from the payroll of All Represented Employees duly represented by the Association having voluntarily and individually executed authorizations for deduction of such membership dues from payroll. In addition, for so long as required by State Law, dues shall be deducted from the payroll of all other employees eligible for membership, regardless of actual membership, as agency shop dues.
- Section 2** - Deductions shall be made uniformly and consistently each pay period and will be

remitted to the UNITED PUBLIC SERVICE EMPLOYEES UNION, 3555 Veterans Highway, Suite H, Ronkonkoma, NY 11779 in accordance with Chapters 977 and 978 of the Laws of 1977 of the State of New York. Such agency fee deductions shall be made in the same procedure and manner as the regular dues deductions.

### **ARTICLE III**

#### **NO STRIKE/NO LOCKOUT CLAUSE**

- Section 1 -** The Employer and the Association recognize that strikes and other forms of work stoppage by public employees are contrary to law and public policy. Both parties subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the duties necessary to the normal operation of the Library. The Association therefore agrees that it will not authorize, cause or permit its members to cause any strike or stoppage, or other interference with Library operations, nor will any member of the Association take part in a strike, stoppage or other interference with Library operations.
- Section 2 -** Both parties shall comply in all respects with the Taylor Law. Violation of this provision shall subject the parties and individuals to the penalties provided by law.
- Section 3.-** There will be no lockout of employees in the unit by the Library during the term of this agreement.

### **ARTICLE IV**

#### **LABOR MANAGEMENT RELATIONS**

- Section 1 -** Discussion of labor problems shall not interfere with the normal operation of the Library.
- Section 2 -** As the need arises the Association may meet in any available, appropriate room in the Library during non-working hours. A representative may make an application for the use of the room.
- Section 3 -** The Employer will, once each year, furnish each Represented Employee with a statement of the employee's benefits status including sick days, vacation days and salary.
- Section 4 -** The Employer agrees to provide one (1) copy of this Agreement for each Represented Employee.

Section 5 - All employees have a right to bring to the attention of the Director any situations within the Library that pose a threat to the safety and/or health of Library staff. The Director shall promptly take reasonable steps to correct unsafe or unhealthy conditions.

## ARTICLE V MANAGEMENT

Except as otherwise expressly provided in this Agreement, nothing in this Agreement shall be deemed to limit the Employer in the exercise of the regular and customary functions of management including, but not limited to, the right to hire, determine experience and background, supervise, evaluate and direct the working force; to discipline, suspend or discharge for cause; to evaluate employee job performance; to transfer or lay off employees for lack of work; and to determine the kind, character and class of work, manner, location and place of work; schedule and approve of leave; to establish standards of performance to control the costs, methods and systems of operations and to conduct its business, all of the foregoing, in accordance with law.

Employer reserves the right to assign and schedule employees to such hours and days as in its discretion is necessary to provide a proper balance and mix of experience, classifications and skills among employees during all days and hours of Library operations. If there are insufficient volunteers for Sundays and Holidays, the Director shall assign employees so as to maintain proper mix of different positions and experience.

## ARTICLE VI APPOINTMENTS

THIS SECTION VI SHALL APPLY ONLY TO THOSE EMPLOYEES WHO HAVE BEEN APPOINTED TO AND ARE REGULARLY SCHEDULED TO WORK 17 ½ OR MORE HOURS PER WEEK

Section 1 - Every permanent appointment shall be for a probationary period in accordance with applicable Civil Service Laws and Regulations. During this time the employee's performance shall be examined to determine his/her competency to fulfill the requirements of the position.

Section 2 - Following the satisfactory completion of the probationary period, the employment of a Represented Employee, unless appointed on a temporary basis, carries with it assurance of continuous and permanent tenure as long as the Represented Employee performs his/her duties competently and in accordance with the

policies of the Library with all rights accorded under Section 75 of the Civil Service Law. The Library does not hold itself under obligation to continue employment of any Represented Employee whose service is unsatisfactory. Moreover, Represented Employees under permanent appointment may have his/her services terminated for cause or by reason of the abolition of a position in accordance with the provisions of the Civil Service Law and applicable provisions of the Rules and Regulations of the Suffolk County Department of Civil Service.

## **ARTICLE VII**

### **PERFORMANCE EVALUATIONS**

In the interest of the employee and the Library, it is necessary that supervisory staff evaluate the job performance of employees assigned to their departments on an ongoing basis. Supervisors will routinely observe the performance of each staff member and will meet with staff members individually to discuss these observations. Where necessary, suggestions are to be made to improve the quality of the employee's work. The employee will have the opportunity to make suggestions for improvement in departmental procedures.

A written evaluation of the employee's performance is to be made on an annual basis. One copy of the evaluation is to be filed with the employee's permanent personnel file, and the employee will be given a copy of the evaluation at the same time. In general, both positive and negative comments made by the supervisor during the evaluation should be recorded. Prior to a written evaluation being placed in an employee's file, the employee is to be shown the evaluation. The employee is required to sign the evaluation to acknowledge that he or she has read it. The employee may appeal to the Director any comment in the evaluation that he/she considers to be unjust. If the employee wishes to do so, he/she may make a written response to the evaluation that will become a permanent amendment to the evaluation.

Written evaluations are to be made at eight-week intervals during the probationary period and at least once a year thereafter.

Performance evaluations will be used to determine in part the employee's fitness for continued employment by the Library. A repeated valid unsatisfactory rating will be considered cause for dismissal.

## **ARTICLE VIII**

### **COLLECTIVE BARGAINING**

**Section 1 -** In the first full week in December, the Association and the Library shall exchange their proposed terms and conditions of employment for the next contractual period. The parties shall schedule an initial negotiation session in or about the first week in January and shall schedule such sessions on a minimum of a monthly

basis thereafter. The schedules set forth herein may be amended by mutual consent of the parties. The Association and Library shall arrange to meet, as mutually agreed at other times, for negotiating purposes. Staff Association business shall not be conducted during work hours.

**Section 2** - If either party determines that negotiations have reached an impasse, written notice thereof shall be given to the other party and assistance may be requested as provided by the Public Employees Fair Employment Law.

## **ARTICLE IX** **GRIEVANCE PROCEDURES**

**Section 1** - **DEFINITIONS**

1. **WORKING DAYS -**

Defined as Monday - Friday, for purposes of this Article only.

2. **GRIEVANCE -**

Any claimed violation of this Agreement. The term "grievance" shall not include any matter involving a Represented Employee's retirement benefits, disciplinary proceedings, or any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force or effect of law. A grievance shall be deemed waived unless presented in full within thirty (30) days after the event on which the grievance is based is known, or should have been known by the Grievant, or in the event the Grievant fails to proceed to the next ensuing stage of the Grievance procedures within a prescribed time period following a Supervisor's, Director's or Board determination. Library's Personnel Policy Grievance provisions are deemed superseded by the provisions of this Article. All times and deadlines set forth herein are of the essence, and compliance with all timelines and deadlines set forth herein is a condition precedent to proceeding through the grievance procedure.

3. **GRIEVANT -**

Any employee covered by this Agreement who registers a claimed violation or misinterpretation of the provisions of this Agreement.

4. **REPRESENTATIVE -**

Shall mean the person or persons designated by the aggrieved employee as his/her counsel or to act on his/her behalf. A Grievant may have a member representative from the Association present during any or all stages of a grievance proceeding; however, the employee retains the right to determine whether such representative shall be present at any point in the proceedings.

5. **CIVIL SERVICE LAW PROVISION -**

An Association representative may be present at an employee's request at employer/employee conferences where employee's conduct and/or job performance may possibly constitute misconduct or incompetence for purposes of Section 75 Civil Service Law.

Section 2 - **PROCEDURES**

1. **INFORMAL STAGE -**

The Grievant or his/her representative shall orally present grievances to the immediate Supervisor who will discuss the grievance with the Grievant or his/her representative, except that the presentation of the grievance shall not interfere with the normal operation of the Library. The immediate Supervisor shall make a decision within five (5) working days after the grievance has been presented. If the grievance is not satisfactorily resolved at this stage, the Grievant or his/her representative may proceed to the Formal Stage.

2. **FORMAL STAGE -**

a) Within five (5) working days after the decision of the immediate Supervisor, the Grievant or the Association may make a written request to the Director for the formal review including a factual description of the alleged grievance. The Director shall immediately notify the Grievant and any other employee and Supervisor previously involved in the case to submit written statements within five (5) working days presenting the facts of the case.

b) A request for an informal hearing may be included in the written statement. The Director shall arrange for this informal hearing to be held within five (5) working days. All parties concerned shall attend and present oral and written statements supporting their positions in the case.

c) The Director shall make a decision in writing within seven (7) working days after the written statements are submitted (2a), or after the completion of the informal hearing (2b), whichever is later.

3. **BOARD STAGE -**

a) Within seven (7) working days of the preceding decision (2c), the Grievant or his/her representative may make a written request to the Board of Trustees for review.

b) The Board, or its designee, shall, within five (5) working days of



receiving the request (3a), schedule a hearing to be held within seven (7) working days. All concerned parties shall be notified as soon as the date is set. All may present verbal and written statements.

- c) The Board shall make a final decision in writing within fifteen (15) working days of the hearing.

4. **ADVISORY ARBITRATION -**

Within ten (10) working days of the preceding decision of the Board of Trustees, the Grievant or his/her representative may make a written request to the Board of Trustees for Advisory Arbitration, to be conducted by either Bonnie Siber Weinstock, Esq. or Howard Edelman, Esq. The Arbitrator shall adhere to rules of evidence and substantive law as do the courts of the State of New York in the conduct of the Hearing and in rendering his/her Advisory Opinion. The expense of Arbitration shall be shared equally by the parties and the Arbitrator shall have authority to state an opinion and a remedy which shall be advisory on the parties. The Board of Trustees will thereafter modify or confirm its previous decision.

**ARTICLE X**  
**SALARY**

**Section 1 -** **STARTING SALARIES -**

The Board shall establish, and modify as appropriate, a Starting Salary Schedule for each job title covered by this Agreement. There will be twenty-six (26) pay periods each year. All positions should be filled at the beginning salary as set forth in the Starting Salary for that position. For employees appointed to and regularly scheduled to work less than 17 ½ hours per week, the new hire rates shall be increased by the same monetary value and on the same date as any increase in the part-time federal/state minimum wage rate.

Starting Salaries for the 2006-2007 fiscal year shall be as follows:

Librarian I -	\$40,078.15
Librarian II -	\$44,470.28
Library Clerk -	\$22,509.64
Senior Library Clerk -	\$27,450.79
Principal Library Clerk -	\$31,400.00
Custodian I -	\$24,156.69
Custodian II -	\$26,500.00
Part-time Librarian I -	\$22.02 per hour
Part-time Librarian II -	\$24.43 per hour

Librarian Trainees -	80% (0-24 credits): \$17.62 per hour
	90% (25 + credits): \$19.82 per hour
Part-time Clerk -	\$10.53 per hour
Part-time Custodian -	\$10.53 per hour
Page -	\$7.15 per hour

Starting salaries for subsequent years of this Agreement shall be adjusted by the same percentage as annual wage increases as set forth below. At no time shall starting salaries for employees without prior experience in related titles or positions exceed the salaries of then currently employed employees in the title.

**Section 2 - SALARY INCREMENTS**

Salary increments are granted on July 1. Salary increments for newly hired staff members will be calculated as follows:

- a) If hired in July, August or September, they will receive 100% of the salary increment on the following July 1.
- b) If hired in October, November or December, they will receive 75% of the salary increment on the following July 1.
- c) If hired in January, February or March, they will receive 50% of the salary increment on the following July 1.
- d) If hired April, May or June, they will receive 25% of the salary increment on the following July 1.

**For employees appointed to and regularly scheduled to work 17 ½ or more hours per week:**

Employees shall receive an annual salary increase effective July 1<sup>st</sup> of each year of this Agreement's four (4) year term, (with the first such increase effective July 1, 2006.

- 1. July 1, 2006 through June 30, 2007:  
3.5% increase over the 2005/2006 annual salary;
- 2. July 1, 2007 through June 30, 2008:  
3.75% increase over the 2006/2007 annual salary;
- 3. July 1, 2008 through June 30, 2009:  
3.8% increase over the 2007/2008 annual salary.

4. July 1, 2009 through June 30, 2010:  
3.85% increase over 2008/2009 annual salary

#### **LONGEVITY**

After completing the required years of service as set forth below, employees who are appointed to and are regularly scheduled to work 17½ hours or more per week shall receive a longevity payment in accordance with the following schedule:

<u>Years of Service</u>	<u>Amount</u>
5.....	\$500.00
10.....	\$750.00
15.....	\$1,000.00
20 ... ..	\$1,250.00

Longevity payments shall be made on a one-time, lump sum basis. Such payments shall not be cumulative or annual, and shall not be made part of the employee's salary.

#### **For employees appointed to and regularly scheduled to work less than 17 ½ hours per week:**

Employees shall receive an annual salary increase effective July 1<sup>st</sup> of each year of this Agreement's four (4) year term, (with the first such increase effective July 1, 2006.

1. July 1, 2006 through June 30, 2007:  
4.5% increase over the 2005/2006 annual salary;
2. July 1, 2007 through June 30, 2008:  
3.75% increase over the 2006/2007 annual salary;
3. July 1, 2008 through June 30, 2009:  
3.8% increase over the 2007/2008 annual salary.
4. July 1, 2009 through June 30, 2010:  
3.85% increase over 2008/2009 annual salary

#### **LONGEVITY**

Employees who complete five (5) years of service with the Library shall be entitled to a longevity payment of sixty cents (60¢) per hour, which payment shall be added to base salary and shall not be cumulative.

Employees who complete ten (10) years of service shall be entitled to a longevity

payment of one dollar, ten cents (\$1.10) per hour, which payment shall be added to the base salary and shall not be cumulative.

Section 3 -     **DEFINITIONS**

1.     **Represented Employee:**  
      Those who meet the criteria set forth in the Recognition Clause (Article I)..
2.     **Temporary Employee:**  
      One employed for a specific purpose for a definite period of time without assurance of on-going employment for that particular number of hours per week.
3.     **Substitute Employee:**  
      One who is employed as a temporary and substitute or on a stand-by basis at the Library's convenience.

NOTE: Temporary and Substitute Employees will not accrue benefits of any kind.

Section 4 -     **SUNDAY HOURS**

Sunday hours of service shall be compensated at a rate of one and three- quarters ( $1\frac{3}{4}$ ) of their hourly salary or wage.

**ARTICLE XI**  
**CONDITIONS OF EMPLOYMENT**

Section 1 -     **For employees appointed to and regularly scheduled to work 17 ½ hours or more per week**, the regular two (2) week pay period for employees shall consist of seventy (70) hours, exclusive of Sundays and meal periods.

Section 2 -     Employees shall be compensated should the Library close due to weather emergency provided such employee was scheduled to work.

**ARTICLE XII**  
**INSURANCE**

Section 1 -     **HEALTH INSURANCE**  
**THIS SECTION 1 SHALL APPLY ONLY TO THOSE EMPLOYEES WHO HAVE BEEN APPOINTED TO AND ARE REGULARLY SCHEDULED TO WORK MORE THAN 17 ½ HOURS PER WEEK**

Employees eligible for health insurance coverage may enroll in the Empire Plan.

Eligibility for health insurance coverage during employment, and corresponding employer contributions toward premiums are determined by the following:

- a) Full-time employees hired prior to August 3, 1999, and regularly scheduled for seventy (70) or more hours per pay period, excluding Sunday hours:
  - 100% - Individual coverage premium costs; and/or
  - 75% - Family/Dependents coverage premium costs.
- b) Full-time employees hired subsequent to August 3, 1999, and regularly scheduled for seventy (70) or more hours per pay period, excluding Sunday hours:
  - 80% - Individual coverage premium costs; and/or
  - 75% - Family/Dependents coverage premium costs.
- c) Full-time employees hired subsequent to January 15, 2007, and regularly scheduled for seventy (70) or more hours per pay period, excluding Sunday hours:
  - 75% - Individual coverage premium costs; and/or
  - 70% - Family/Dependents coverage premium costs.
- d) Any full-time employee regularly scheduled for thirty-six (36) or more hours per pay period, excluding Sunday hours of service, hired prior to August 3, 1999, who has continuously received health insurance benefits through August 3, 1999, will continue to receive such benefits, subject to the limitations set forth in this Article.
- e) Coverage of an employee shall be terminated at the end of the month during which the employee's resignation or termination is effective.

Eligibility for continuance of the health insurance coverage after retirement is determined by the following:

- a) **RETIREMENT HEALTH INSURANCE:**  
Employees who retire on or after the effective date of this Agreement shall until otherwise notified, continue to contribute the same percentage towards health insurance premiums in retirement as set forth in Library personnel policy. The contribution levels of Board are reviewed periodically by the Board of Trustees and are subject to change at the discretion of the Board.
- b) **SUBSTITUTION OF HEALTH INSURANCE PLAN:**  
Employer may designate another health insurance carrier during the term of this Agreement, if the health insurance benefits and conditions

are substantially similar to the benefits and conditions of the Empire Health Insurance Plan then in effect; provided, Employer furnishes Association a minimum of thirty (30) days prior notice of such substituted Health Insurance Plan to the Association.

c) **OPTION TO DECLINE HEALTH INSURANCE BENEFIT**

Eligible employees covered under the Employer's health insurance plan may waive inclusion in the Plan each year, in accordance with the procedures established by Employer, provided the health insurance permits such waiver. A stipend shall be paid to the employee who has voluntarily waived coverage in accordance with Library procedures, payable at the conclusion of the one (1) year period of such waiver. Such stipend shall be as follows:

\$1,500 if participation remains unchanged from 2005  
\$1,750 if one additional employee participates over 2005 participation  
\$2,000 if two additional employees participate over 2005 participation  
\$2,250 if more than 2 additional employees participate over 2005 participation

Participation for 2005 was one (1) employee

Section 2 - **DENTAL INSURANCE**

EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 2, THE TERMS IN THIS SECTION SHALL APPLY ONLY TO THOSE EMPLOYEES WHO HAVE BEEN APPOINTED TO AND ARE REGULARLY SCHEDULED TO WORK 17 ½ OR MORE HOURS PER WEEK

The Library currently participates in the New York State School Insurance Trust Group Dental Plan. Employees who are regularly scheduled for at least twenty-five (25) hours per week (excluding Sunday hours and temporary appointments) are eligible to participate.

The Library shall pay one hundred (100%) percent of the individual premium, with the employee being responsible for any dependent coverage. Enrollees portion of the premium shall be deducted from the employee's paycheck.

Section 3 - **DISABILITY INSURANCE**

The Library participates in the New York State Disability Program for the benefit of its employees. The premium shall be paid in full by the Library.

An employee who has accumulated sick leave must utilize the sick time prior to

being eligible for disability benefits. However, said employees must file a disability claim within thirty (30) days of the onset of a long-term sickness in order to qualify for disability benefits when their accumulated sick leave is used up. Eligibility for disability benefits for a specific injury or illness begins on the eighth (8<sup>th</sup>) day of absence and ends on the first day the employee returns to work.

New York State Disability benefits may not be received while the employee is receiving any type of compensation (sick leave, etc.) other than Social Security benefits. If an employee has exhausted his/her sick leave and his/her absence continues, he/she may begin to receive disability benefits. These benefits may continue for twenty-six (26) weeks or until the end of the absence, whichever occurs first.

It shall be the responsibility of the employee to file for disability benefits and the employee's eligibility for such benefits is governed by the plan requirements then in effect. A notice outlining employees rights under the program shall be posted on the bulletin board in the Staff Room. The library will provide employees with the necessary forms upon request.

### **ARTICLE XIII** **SICK LEAVE**

**THIS ARTICLE XIII SHALL APPLY ONLY TO THOSE EMPLOYEES WHO HAVE BEEN APPOINTED TO AND ARE REGULARLY SCHEDULED TO WORK MORE THAN 17 ½ HOURS PER WEEK**

Sick leave is intended to protect the employee in the case of actual illness and may not be used to extend vacation leave. Medical certification of an illness may be required by the Library Employer, and the Library Employer reserves the right to obtain medical certification from a doctor of its choice as to the ability of an employee to return to work after an absence due to illness, or to determine an employees fitness to continue employment duties. The employee is not entitled to accumulated sick time upon termination of employment, unless the employee meets the requirements for retirement of the NYSERS (age 55 and has ten (10) years of service with the Babylon Public Library) at which time they will receive payment for accumulated sick time on a basis of one (1) day paid for each three (3) days accumulated up to a maximum of one hundred-fifty (150) days accumulated.

Sick Leave with pay is accrued at the rate of one (1) day per month to full-time employees, cumulative to one hundred-eighty (180) days.

Unit employees working more than seventeen and one-half (17½) hours weekly shall accrue twelve (12) pro-rated days of sick leave each year, based upon 1820 annual hours of work. Unit employees working seventeen and one-half (17½) hours weekly and having at least one (1) year of service with the Library will accrue fifteen (15) hours of sick leave annually based on 910

hours of work. Seven and one-half (7½) hours will be granted on July 1 and an additional seven and one-half (7½) hours on January 1 of each fiscal year. Such leave may be accumulated up to thirty five (35) hours.

Visits to the physician or dentist may be charged to sick leave.

If an employee reports to work but leaves, due to illness, the time worked to the nearest quarter hour should be entered on the time sheet with the number of hours of sick leave to the nearest quarter hour entered in the remarks column.

If an employee finds it necessary to stay home to treat the illness of an immediate family member (spouse, child, parent, mother-in-law, father-in-law, or someone living in the employee's household) sick leave or vacation leave may be granted at the discretion of the Director.

When no sick leave has accumulated or all sick leave credits have been expended, time must be taken without pay (see disability insurance section to see if applicable). A new employee may begin to use sick leave credits for bonafide illness no sooner than thirty (30) days after the date of employment.

Employer may require an examination of an employee on sick leave or disability, or of an employee who the Board suspects may be unfit or incapable of performing his/her job duties by a Library designated physician. For purposes of this paragraph, the provisions of Section 913 of the Education Law are made applicable to Employer directed examinations of employees; which provisions and the judicial interpretation thereof shall govern.

Notwithstanding and in addition to the medical certification referred to above, the Library may require an employee to provide a doctor's note when the employee is absent for 5 or more consecutive days.

Employees appointed and regularly scheduled to work less than 17 ½ hours per week are not entitled to sick leave.

#### **ARTICLE XIV** **PERSONAL LEAVE**

**THIS ARTICLE XIV SHALL APPLY ONLY TO THOSE EMPLOYEES WHO HAVE BEEN APPOINTED TO AND ARE REGULARLY SCHEDULED TO WORK 17 ½ OR MORE HOURS PER WEEK**

Personal time off shall be arranged in advance with the employee's Supervisor or Director. Personal time off with pay is intended to allow the employee to meet personal commitments or to conduct personal business which cannot be done outside of their normal business hours. It is expected that personal time off will not be used except as required by circumstances. Personal



time off may not be used to extend vacation leave. Personal time must be used within the calendar year and cannot be carried over.

Full-time employees may use up to four (4) personal days with pay per year. Employees working less than thirty-five (35) hours per week and more than seventeen and one-half (17½) hours weekly may use up to four (4) personal days per year, paid on a pro-rated basis determined by the total number of hours in their regular work week.

## **ARTICLE XV** **LEAVE OF ABSENCE**

### **Section 1 – For employees appointed to and regularly scheduled to work 17 ½ or more hours per week:**

A leave of absence without pay for compelling personal or professional reasons may be granted by the Board of Trustees in its sole discretion upon the recommendation of the Library Director. Should a leave of absence without pay be requested for medical reasons, a certification from a doctor may be required prior to taking leave and prior to returning from leave. Prior to applying for such a leave, the employee must have exhausted all vacation, personal, and sick leave.

An employee may verbally apply to the Director for a Personal Leave without pay, but must submit a written application within five (5) calendar days of the verbal request. Requests for Personal Leave without pay should be submitted at least two (2) months prior to the last day worked. Personal Leave may be requested for seven (7) to ninety (90) days in an application, and the employee may apply for up to three (3) ninety (90) day extensions of the initial leave. The initial leave and any extensions are subject to approval by the Board of Trustees. No Personal Leave shall exceed one (1) calendar year from the last day actually worked by the employee.

No benefits of any kind shall accrue to an employee on Personal Leave without pay, and they will not be credited with service for the time they are on leave of absence for purposes of determining salary, seniority, or vacation time. However, if the employee does carry health or dental insurance through the Library, continuation of such coverage is subject to the following restrictions:

1. The Library will continue to pay the employer's portion of the insurance premium for an employee on leave of absence for up to ninety (90) calendar days from the date the leave began. However, if the employee fails to make prompt and timely payment to the Library of the employee's portion of the premium, the Library will cease to pay any portion of the premium for the duration of the leave.
2. If the employee wishes to retain insurance coverage through the Library's coverage beyond the initial ninety (90) day period, the employee must submit

payment of the full premium to the Library in a prompt and timely manner for the balance of the leave of absence. If the employee fails to make such payment, the Library will drop the employee's coverage from the Library's group policy. Reinstatement of such coverage upon return to work will be subject to the Library's open enrollment period.

No employee with less than two (2) full years of service at the Library shall be eligible for a leave of absence without pay.

Employees returning from a Personal Leave of absence without pay shall be reinstated in the same Civil Service classification held at the time the leave began. However, it should be noted that no specific schedule or position is guaranteed upon the employee's return to work except leaves covered under the FMLA.

Personal Leaves of absence without pay may be granted for, but are not necessarily limited to, the following reasons:

Disability, maternity, parental leave, leave to care for sick family member, and study.

**Section 2 – For employees appointed to and regularly scheduled to work less than 17 ½ hours per week:**

A leave of absence without pay for compelling personal or professional reasons may be granted by the Board of Trustees in its sole discretion upon the recommendation of the Library Director. Should a leave of absence without pay be requested for medical reasons, a certification from a doctor may be required prior to taking leave and prior to returning from leave. Prior to applying for such a leave, the employee must have exhausted all vacation, personal, and sick leave. No benefits of any kind shall accrue to an employee on Personal Leave without pay.

Personal Leaves of absence without pay may be granted for, but are not necessarily limited to, the following reasons:

Disability, maternity, parental leave, leave to care for sick family member, and study.

**ARTICLE XVI**  
**WORKERS' COMPENSATION**

All employees are covered by Workers' Compensation Insurance which is governed by the New York State Workers' Compensation Board. Accidents or work related illnesses must be reported by the Library to the Workers' Compensation Board within ten (10) days of their occurrence. It is therefore essential that staff members immediately report any accident to the Director. Information is available through the business office. A notice outlining employees rights under Workers' Compensation is posted in the Staff Room.

**ARTICLE XVII**  
**MEALS AND COFFEE BREAKS**

**For employees appointed and regularly scheduled to work 17 ½ or more hours per week:**

Employees working more than five (5) hours per day must take a one (1) hour unpaid meal period. Such employees shall as well be entitled to a fifteen (15) minute paid break in the morning and a fifteen (15) minute paid break in the afternoon. Employees working fewer than five (5) hours, shall be entitled to one fifteen (15) minute paid break .

Breaks shall be scheduled at the discretion of the Supervisor. Breaks may not be used to lengthen a lunch period or shorten the work day.

**For employees appointed and regularly scheduled to work less than 17 ½ hours per week:**

Employees working up to three and one-half (3.5) hours to five (5) hours per day shall be entitled to one (1) fifteen (15) minute break.

Employees working over five (5) hours per day shall be entitled to two (2) fifteen (15) minute breaks and one (1) half (½) hour lunch break.

Breaks shall be scheduled at the discretion of the supervisor, and may not be taken as to lengthen or shorten a workday.

**ARTICLE XVIII**  
**HOLIDAYS**

**For Employees appointed and regularly scheduled to work more than 17½ hours per week:**

The Babylon Public Library will be closed on the following holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.

A schedule of holidays will be published in July of each year by the Director. The schedule will list paid holidays, closings, and the number of "floater holidays," if any, in effect for the fiscal year.

If a holiday listed above falls on a weekday, it will be considered a "paid holiday." Should a holiday listed above fall on a Saturday or Sunday, the Library will be closed on that day and a "floater holiday" assigned to replace the holiday in question as a paid holiday.

A "floater holiday" may be taken at any time after the date of the holiday at the employee's discretion subject to the Director's approval. Floater holidays must be taken during the course of the fiscal year and may not be carried over. Floater holidays are paid at the time they are used.

New employees will be allowed only those floater holidays assigned to replace holidays falling after the date of employment.

Full-time employees are entitled to twelve (12) paid holidays per year.

Those employees working less than thirty-five (35) hours per week, but more than seventeen and one-half (17½) hours per week will be entitled to twelve (12) paid holidays, with pay being pro-rated according to the employee's regular schedule.

**For employees appointed and regularly scheduled to work 17 ½ hours or less per week:**

Employees shall be entitled to four (4) paid holidays per year, three of which shall be floating holidays. The fixed holiday shall be Christmas Day. The Library Director may deny an employee's request for a given holiday in order to ensure adequate staffing in the Library. Conflicts shall be resolved consistent with the needs of the Library, with seniority being considered when other factors are equal.

**ARTICLE XIX**  
**VACATION**

**For employees appointed and regularly scheduled to work more than 17 ½ hours per week (excluding those employees set forth in Appendix "A"):**

Vacation time for full-time staff and for staff regularly scheduled for more than seventeen and one-half (17½) hours weekly is determined by, and accumulated from, the employee's date of service or adjusted date of service. New full-time and employees working seventeen and one-half (17½) hour or more weekly, are eligible to use accumulated vacation time after six (6) months of employment. Vacation time is earned on a month to month basis.

Effective July 1, 1989, no employee may accumulate more than thirty (30) days of vacation time (210 hours). An employee who does not utilize vacation time after accumulating thirty (30) days will forfeit any vacation time and pay exceeding the thirty (30) day limit. Any exception to this policy must be at the Director's request and with the approval of the Board.

Time off may generally be taken as soon as it has been earned, however, time off during July and the Christmas holiday season must be severely limited and will be rotated, if necessary, from year to year to ensure fairness. Requests for vacation time should be submitted as early as possible in the calendar year, and at least thirty (30) days prior to vacation dates, except in an emergency. Approval of vacation time is subject to the approval of the employee's supervisor and the Director.

All full-time employees hired prior to October 27, 1987 are entitled to at least twenty (20) vacation days per year. Part-time employees regularly scheduled for more than seventeen and one-half (17½) hours weekly hired prior to October 27, 1987 are also eligible for at least twenty (20) vacation days per year, but are paid on a pro-rated basis.

Employees hired after October 27, 1987 receive vacation benefits as follows:

1. Full-time Librarians and Trainees, will be entitled to twenty (20) vacation days per year in each of the first five (5) years of service, twenty-two (22) vacation days per year during the sixth (6<sup>th</sup>) through tenth (10<sup>th</sup>) years of service, and twenty-five (25) vacation days after ten (10) years of continuous service. Part-time Librarians and Trainees regularly scheduled seventeen and one-half (17½) hours weekly or more will be paid on a pro-rated basis.
2. Full-time Clerical and Custodial employees will receive fifteen (15) vacation days in each of their first three (3) years of service, and twenty (20) vacation days in both the fourth (4<sup>th</sup>) and fifth (5<sup>th</sup>) year of service.

Part-time employees who subsequently change to full-time will be granted one half (½) years credit for each full year worked. This time will be used for computing additional vacation leave eligibility.

Additional vacation time, taken as leave of absence, may be requested and is subject to the discretion of the Director.

Holidays that fall during a scheduled vacation are not counted as part of the vacation allowance.

**For employees appointed to and regularly scheduled to work 17½ hours or less per week:**

Such employees shall receive, following one (1) year of continuous service, one (1) week's hours of annual vacation leave, and following three (3) years of continuous service, two (2) weeks' hours of annual vacation leave. Employees shall provide thirty (30) days' notice of any use of such vacation time. Approval of vacation time is subject to the approval of the employee's supervisor and the Director.

Additional vacation time, taken as leave of absence, may be requested and is subject to the discretion of the Director.

Holidays that fall during a scheduled vacation are not counted as part of the vacation allowance.

**ARTICLE XX**  
**BEREAVEMENT**

**Section 1 – For employees appointed to and regularly scheduled to work 17 ½ or more hours per week:**

Up to five (5) consecutive workdays (shifts) leave of absence with pay will be allowed for a death in the employee's immediate family (parents, siblings, spouse, children, grandparents, in-laws, step parents, aunts, uncles nieces and nephews). At the discretion of the Director, and with the approval of the Board of Trustees, bereavement leave may be granted if an employee experiences the death of a person whom the employee considers "immediate family" (i.e. step-parent, etc.)

**Section 2 – For employees appointed to and regularly scheduled to work less than 17 ½ hours per week:**

Up to three (3) consecutive workdays (shifts) leave of absence with pay will be allowed for a death in the employee's family (parents, siblings, spouse, children, grandparents, in-laws, step parents, aunts, uncles, nieces, and nephews).

**ARTICLE XXI**  
**JURY DUTY**

**THIS ARTICLE XXI SHALL APPLY ONLY TO THOSE EMPLOYEES WHO HAVE BEEN APPOINTED TO AND ARE REGULARLY SCHEDULED TO WORK 17 ½ OR MORE HOURS PER WEEK**

On proof of the necessity for jury duty employees covered by this Agreement shall be granted leave of absence with pay. Upon completion of jury duty, staff members will refund the Library any amount paid by the Commissioner of Jurors for such service, less travel expenses. All employees should provide the Library with certification of the dates served for jury duty, upon their return from work.

This leave shall be limited to those employees whose court obligations require them to be in attendance for jury service during the hours they are scheduled for duty in the Library. It is expected that employees summoned for jury duty on a call-in basis will continue to perform their duties at the Library unless otherwise instructed by the court.

**ARTICLE XXII**  
**CONTINUATION OF PERSONNEL POLICIES**

Board will maintain existing Library policies and practices with respect to *Terms and Conditions* of employment, subject to Board modification following consultation with Staff Association representatives, provided that such policies and modification do not conflict with the terms of this Agreement.

**ARTICLE XXIII**  
**DOCTRINE OF SEVERABILITY**

Should any provision of this Agreement or any supplement thereto be held invalid by a court or tribunal of competent jurisdiction or if compliance with or enforcement of any such provision should be restrained by a court, all other provisions of this Agreement and any supplement thereto shall remain in force.

**ARTICLE XXIV**  
**AMENDMENTS**

An amendment, alteration or variation of the terms, provisions or conditions of this Agreement shall bind the parties hereto providing such amendment, alteration or variation is mutually agreed

to and executed in writing in accordance with the requirements of law.

**ARTICLE XXV**  
**UNIFORMS**

All custodians shall wear uniforms provided by the Library when on duty. The Library shall replace uniforms or portions thereof, as needed, such need to be determined by the Library. The Library will provide custodians with foul weather gear for use when weather conditions warrant.

**ARTICLE XXVI**  
**VISION AND FLEXIBLE SPENDING PLAN**

A vision plan, subject to the approval of the Library, will be made available to employees appointed and regularly scheduled to work 17 ½ or more hours per week, at a cost not to exceed \$12.00 per month per participating employee.

A flexible spending plan, administered by a company acceptable to the Library, will be made available to all employees who have completed a six month probationary period.

**ARTICLE XXVII**  
**SHOP STEWARD LEAVE**

The Association may appoint shop stewards. A total of 2 (two) paid leave days per year in the aggregate shall be made available for shop stewards to attend Association activities, which may include communications, educational and authorized special meetings of the Association. The shop stewards shall give adequate advance notice to the Library Director of his or her intention to take such leave. Approval shall not be unreasonably withheld. The shop stewards shall coordinate to ensure that the total of 2 (two) days is not exceeded and that they do not take the same leave day pursuant to this provision.

**ARTICLE XXVIII**  
**TAYLOR LAW**


**IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS BEEN GIVEN APPROVAL.**

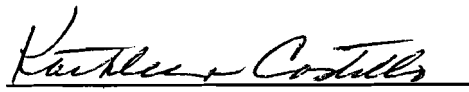
**ARTICLE XXIX**  
**DURATION OF AGREEMENT**

This Agreement shall become effective July 1, 2006 and shall continue in full force and effect until June 30, 2010.

IN WITNESS THEREOF, the parties have executed this document by their duly authorized representatives the 8<sup>TH</sup> day of FEBRUARY 2008.

**UNITED PUBLIC SERVICE  
EMPLOYEES UNION**

  
\_\_\_\_\_  
Kevin E. Boyle, Jr., President

  
\_\_\_\_\_  
Kathleen Costello, Shop Steward

  
\_\_\_\_\_  
Patrick McGinnis, Shop Steward

**BABYLON PUBLIC LIBRARY**

  
\_\_\_\_\_  
Andrew Calimano, President

  
\_\_\_\_\_  
Mary E. Gallagher



## **APPENDIX "A"**

The employees set forth below have been receiving prorated sick, vacation, personal and holiday time, based on circumstances that existed at various times with respect to each such employee. The parties agree that these employees will continue receiving such prorated benefits unless they are formally assigned to work fewer than 17½ hours per week, or the employee requests a reduction in work hours such that the employee will be regularly scheduled to work fewer hours than 17½ hours per week. If the Board intends to reduce the work hours for such employees, the Library shall agree to meet with the UPSEU to discuss the matter and the impact on such employees. This provision is not intended to reduce the sick, vacation, personal or holiday benefits previously received by the employees listed herein, or to provide any additional benefits beyond those expressly stated in this Appendix. The prorated annual benefits are 15 hours of sick leave, 35 hours of vacation, 7 hours of personal leave and 4 holidays. The Library's representatives have stated that it is not the Board's intention to grandfather any additional employees in the future.

Laurie Salvo  
Susan Borg

Lucille Cimino  
Karin Cotter

D#550472v2